

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. N4008017B05050007	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 22-Sep-2017	PAGE OF PAGES 1 OF 69

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO. N4008017C0505	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. MAXIMO #B9L7RJ
7. ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402  TEL: FAX:	CODE N40080       See Item 7	8. ADDRESS OFFER TO (If Other Than Item 7) CODE       TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME RICHARD N. RAWLINGS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 410-293-1304

### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Design/Bid-Build: Whole Facility Repairs at the Paint and Blast Shop, Bldg. 339NS

QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING, MAY BE FAXED OR EMAILED TO THE ATTENTION OF RICHARD RAWLINGS richard.n.rawlings@navy.mil (410)-293-3188 Fax: (410)-293-4383

MAXIMO # B9L7RJ - Whole Facility Repairs at the Paint and Blast Shop, Bldg. 339NS. The work located at the United States Naval Academy Complex, Annapolis, Maryland

THIS IS A 100% SMALL BUSINESS SET-ASIDE TO OFFERORS IN THE MARYLAND, WASHINGTON, DC, AND NORTHERN VIRGINIA AREA. Proposal due date will be Tuesday, September 5, 2017 at 2:00 pm.

Prices will be submitted on the Price Schedule included in this solicitation. Pricing shall be submitted for each CLIN, and any cost associated within each CLIN must not be included in any of the other CLIN items identified in the bid schedule.

Please submit proposals to the attention of the following:

Richard Rawlings: richard.n.rawlings@navy.mil

Robert Mahoney: robert.k.mahoney@navy.mil

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>270</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15

### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 11:00 AM (hour) local time 11 Sep 2017 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
<b>14. NAME AND ADDRESS OF OFFEROR</b> <i>(Include ZIP Code)</i> LANSDOWNE CONSTRUCTION LLC 1741 BUSINESS CENTER DRIVE STE 120 RESTON VA 20190-5329					<b>15. TELEPHONE NO.</b> <i>(Include area code)</i>  <b>16. REMITTANCE ADDRESS</b> <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>					
<b>CODE</b> 7TAP7		<b>FACILITY CODE</b>								
<b>17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i></b>										
<b>AMOUNTS</b>		<b>SEE SCHEDULE OF PRICES</b>								
<b>18. The offeror agrees to furnish any required performance and payment bonds.</b>										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
<b>AMENDMENT NO.</b>										
<b>DATE</b>										
<b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>					<b>20B. SIGNATURE</b>			<b>20C. OFFER DATE</b>		
<b>AWARD (To be completed by Government)</b>										
<b>21. ITEMS ACCEPTED:</b> <div style="font-size: 24pt; font-weight: bold; text-align: center;">SEE SCHEDULE</div>										
<b>22. AMOUNT</b> \$755,206.00		<b>23. ACCOUNTING AND APPROPRIATION DATA</b> See Schedule								
<b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	<b>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
<b>26. ADMINISTERED BY</b> <b>CODE</b>				<b>27. PAYMENT WILL BE MADE BY:</b> <b>CODE</b> N68732 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: ACCOUNTS PAYABLE CODE JAQAAA, ROOM 1441 1240 E. 9TH ST. CLEVELAND OH 44199-2055						
<b>See Item 7</b>										
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input checked="" type="checkbox"/> <b>29. AWARD</b> <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commences the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.  REF: N40080-17-B-0505					
<b>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN</b> <i>(Type or print)</i>					<b>31A. NAME OF CONTRACTING OFFICER</b> <i>(Type or print)</i> ROBERT K MAHONEY, JR. / CONTRACTING OFFICER  TEL: 410-293-1312      EMAIL: robert.k.mahoney@navy.mil					
<b>30B. SIGNATURE</b>			<b>30C. DATE</b>		<b>31B. UNITED STATES OF AMERICA</b> BY <i>Robert Mahoney</i>			<b>31C. AWARD DATE</b> 22-Sep-2017		

## Section SF 30 - Block 14 Continuation Page (SF 30)

**BLOCK 10 (CONTINUED)**

Price Proposals are due on Tuesday, September 5, 2017 at 2:00 pm. Location of bid opening will be on 1<sup>st</sup> Floor Conference Room, Public Works Department, Halligan Hall, 181 Wainwright Road, Annapolis, Maryland 21402 on Tuesday, September 5, 2017 at 2:00 pm. Only hand-delivered proposals will be accepted.

Site Visit will be Thursday, August 10, 2017 at 10:00 am at the 1<sup>st</sup> Floor Conference Room, Public Works Department, Halligan Hall, 181 Wainwright Road, Annapolis, Maryland 21402. Please see FAR 52.236.27 ALT I in this solicitation for location.

Please send a list of individuals who will be attending the site walk to Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil) and Robert Mahoney [robert.k.mahoney@navy.mil](mailto:robert.k.mahoney@navy.mil) by Tuesday, August 8, 2017 at 2:00 pm as an email confirmation in order to be granted access for the site walk. **Individuals who do not submit an e-mail will be not be able to attend due to security requirements of the site and only one site visit for this solicitation will be accommodated to offerors due to security requirements and availability of Government personnel to participate.**

Request for Information (RFI) due date will be Thursday, August 17, 2017 at 2:00 pm.

Magnitude of Construction (See FAR 36.204): \$500,000 and \$1,000,000.

**PROJECT DESCRIPTION**

MAXIMO # B9L7RJ - Whole Facility Repairs at the Paint and Blast Shop, Bldg. 339NS. The work located at the United States Naval Academy Complex, Annapolis, Maryland.

The work includes architectural, mechanical, plumbing, electrical and incidental related work located in Building 339NS.

**RFI QUESTIONS AND RESPONSES**

1. **Contractor Question:** For the Modine VN78 there should also be a letter immediately following the "78" that designates if these are standard (S) or low outlet temperature (L). Units UH-5-1 and 5-2.?

**Government Response:** Unit Heaters UH-5-1 and UH-5-2 are in the workshop area with a non-high bay ceiling. The basis of design for these unit heaters was a standard unit.

2. **Contractor Question:** Are explosion proof motors required?

**Government Response:** Explosion proof motors are not required.

3. **Contractor Question:** Drawings E101 and E102 only show preventive electrical maintenance to be performed. Please advise if this is the extent of the electrical work on this RFP/project?

**Government Response:** Yes, the extent of electrical work is preventative maintenance. The contractor shall provide an electrical contractor or electrical testing company that has performed preventative maintenance in accordance with NETA and UFC Technical Manual tm 5-610.

4. **Contractor Question:** In conjunction with the above RFI, if not please provide detailed electrical drawings to enable us to properly price the electrical scope of work. The current RFP documents/Drawings do not show what electrical work needs to be completed.

Government Response: The extent of electrical work is preventative maintenance.

5. Contractor Question: Is there any electrical work is associated with the unit heaters? If so, please provide a detailed scope of work/drawings?

Government Response: Contractor shall use the existing circuitry for any new unit heaters.

6. Contractor Question: Is there panel/MCC schedule drawings? Please advise/provide.

Government Response: Refer to attached reference drawings 3038902, 3038903, and 3039097 for list of electrical equipment schedules.

7. Contractor Question: What electrical work is associated with the MCC?

Government Response: The contractor shall provide an electrical contractor or electrical testing company that has performed preventative maintenance in accordance with NETA and UFC Technical Manual tm 5-610.

8. Contractor Question: For the sprinkler head replacements defined on Drawing M-002, are fire engineered design and/or stamped drawings required for this work.

Government Response: Fire protection work was removed from the scope of this project. Life Safety Notes 1-3 are not applicable to this project.

9. Contractor Question: Regarding mechanical Note 4 on Drawing M-002, is there any "confined space" work areas on this job?

Government Response: The filter plenum behind the panel filter wall is considered a non-permit required confined space. It is anticipated that the work could be accomplished with or without entering this space.

10. Contractor Question: Is there temporary heating required for this project? If yes, please specify parameters.

Government Response: Work should be accomplished such that building wide heating system outages are minimized. If the work is done during the winter such that heating of the construction areas is required, the contractor shall provide a temporary/portable means to heat the space to prevent space from freezing. One possible way to minimize the amount of temporary heat required would be to replace unit heaters on a room-by-room basis.

11. Contractor Question: Spec Section 22 00 00, paragraph 3.1.6.2 references Seismic Protection for misc. equipment with a reference to Spec Section 13 48 00. There is no Spec Section 13 48 00 in the documents. Please advise?

Government Response: The specification reference is incorrect. Provide seismic protection for equipment per manufacturer's recommendation.

12. Contractor Question: Are seismic restraints needed for the equipment, ductwork and/or piping etc.? If so please clarify?

Government Response: Design intent is to match existing conditions.

13. Contractor Question: HVAC System Cleaning Spec Section 23 01 30.41 describes a lot of items to be cleaned. Are there any areas, ducts, units, etc. that need to be cleaned that are not shown on the contract drawings? If yes, please define.

Government Response: The facility is a paint and blast shop. It is anticipated that the air duct systems that serve the paint and blast areas will require cleaning, including but not limited to the supply duct, exhaust duct and plenums, etc. HVAC units are under a maintenance contract and should be cleaned as part of the maintenance schedule – for bidding purposes, cleaning of equipment should not be included within the scope.

14. Contractor Question: SPECIFICATION SECTION 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS, paragraph 1.7.1.1.1, Additional Site Safety and Health Officer (SSHO) Requirements and Duties states the SSHO may not serve as the Quality Control Manager and further states the SSHO may not serve as the Superintendent. Please confirm this is correct for this project.

Government Response: The Government requires different personnel for each of the following duties: Site Superintendent, SSHO and QC Manager.

15. Contractor Question: SECTION 01 45 00.00 20 QUALITY CONTROL, paragraph 1.5.1.1, Duties states to provide a QC Manager at the work site to implement and manage the QC program. The only duties and responsibilities of the QC Manager are to manage and implement the QC program on this Contract. Please confirm this is correct for this project?

Government Response: The Government requires different personnel for each of the following duties: Site Superintendent, SSHO and QC Manager.

16. Contractor Question: In conjunction with the above RFIs, if the answer to both is yes, please confirm three (3) separate individuals (Superintendent, SSHO and QC M) will be required for this project.

Government Response: The Government requires different personnel for each of the following duties: Site Superintendent, SSHO and QC Manager.

17. Contractor Question: SECTION 01 45 00.00 20 QUALITY CONTROL, paragraph 1.5.2.1 Duties, states to provide a Commissioning Authority (CA) as key person for the Cx and documentation thereof, who is subordinate to the QC Manager. [please confirm this is correct for this project.

Government Response: This understanding is correct.

18. Contractor Question: In conjunction with the above RFI, if yes, please clarify to what extent, are we just commissioning the new equipment only etc?

Government Response: Commissioning is limited to the new equipment with the following exception: There are existing unit heaters that require tie-in to thermostats provided within the scope of this project. These existing unit heaters will require commissioning as they will be incorporated into the heating zones to ensure proper operation.

19. Contractor Question: Does this project require a Superintendent, QC Manager and SSHO on site at all times - and can any of these act as the other.

Government Response: The Government requires different personnel for each of the following duties: Site Superintendent, SSHO and QC Manager.

20. Contractor Question: Do you have an established or estimated performance period and completion date for the project.

Government Response: The period of performance is 270 days.

21. Contractor Question: Can all of this work be performed during normal business hours?

Government Response: Spec Section 01 14 00 Work Requirements Paragraph 1.3.2 Working Hours states the work shall take place between the hours of 7:00 a.m. and 3:30 p.m., Monday thru Friday, excluding holidays. If work outside normal working hours is needed Spec Section 01 14 00 Work Requirements Paragraph 1.3.3 Work Outside Regular Hours will require Contracting Officer approval.

22. Contractor Question: Can you provide Asbuilt drawings and any Warranty information for the roof?

Government Response: The roof was completed in 2009 and the warranty is for 20 years and covers 208 squares of SBS with a membrane 3FID and insulation type NRG3 Fesco. Please see attached document for other information (Peak Advantage Guarantee). Please see Reference drawing 3039063 for roof plan and details.

23. Contractor Question: Can you provide Asbuilt/Product information for the exterior panels to be replaced /repaired?

Government Response: The Government does not have any information on the type/make of existing panel. Reference drawings 3039065 and 3039066 show wall sections and details for the metal panels. The metal panels shall be insulated.

24. Contractor Question: Sheet M-002 Life safety notes 1. And 2. Do you have a quantity for the sprinkler heads to be relocated?

Government Response: Fire protection work was removed from the scope of this project. Life Safety Notes 1-3 are not applicable to this project.

25. Contractor Question: Can you provide Asbuilt Sprinkler drawings?

Government Response: Fire protection work was removed from the scope of this project. Life Safety Notes 1-3 are not applicable to this project.

26. Contractor Question: Can you provide these details for the electrical work to be performed? Sheets E101 & E102 preventive maintenance to be performed; electrical work associated with the unit heaters; can you provide panel/MCC schedule drawings; what electrical work is associated with the MCC; who is responsible for the control wire and conduit

Government Response: Please see Government responses to questions 3-7. The responsibility of the control wire and conduit shall be the mechanical contractor.

27. Contractor Question: This project is advertised as small business procurement, where is the Contractor required to be registered as a small business in order to comply? SAM ? Emaryland Marketplace?

Government Response: -.You must be registered and have an active profile in the System for Award Management <http://www.sam.gov> with Representations and Certifications and be registered and have an active profile with the Small Business Administration [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)

28. Contractor Question: The requirements for minority participation are not clear, is the split specific to each contractor & subcontractor or on the total project amount?

Government Response: The goals for minority participation at 28% and female participation at 6.9% are specific for the prime contractor of the contract award only for the overall total project amount.

29. Contractor Question: During the walk through there was discussion about the procedures for daily access and entry to the worksite, there were two differing options. There is also information in the specifications about this item. Will we have to apply for the ID badges that allow uninterrupted access or are daily sign in and passes required? If so are there any costs associated with this procedure and if so what would it be?

Government Response: Please refer to Spec Section 01 14 00 Work Requirements paragraph 1.3.1.2 Identification Badges and Installation Access.

30. Contractor Question: Is there a specification for the metal siding?

Government Response: No

31. Contractor Question: Is there any minority paperwork that is required to be submitted with the bid?

Government Response: No. Only the awardee of the contract is required to submit the required paperwork.

32. Contractor Question: Since this project will run into winter is there a requirement to keep all unit heaters running, or can we isolate the bays?

Government Response: There is not a requirement to keep all unit heaters running. Bays may be isolated to minimize the areas directly impacted by construction.

33. Contractor Question: The ductwork sizes on AHU # 1 & 2 seem to be incorrect. The ductwork on site is much larger than the number indicated on the drawings?

Government Response: Ductwork sizes shown on the plans was based upon record drawings and are required to be field verified, per Drawing Note #2 on M-002.

34. Contractor Question: What manufacturers are allowed / acceptable for the unit heaters?

Government Response: Any manufacturer that meets the performance requirements indicated and that comply with the "Buy America Act" are acceptable for use on this project. The Government cannot require the use of a specific manufacturer without a J&A or sole-source agreement.

35. Contractor Question: On drawing M301- Detail # 2 notes "(see floor plan for pipe sizes)". The drawings do not indicate any branch sizes that we are to tie- in to. Steam trap sizes are ½" but the existing gate valves appeared to be much larger during the walk through?

Government Response: Please refer to NAVFAC Drawing #3039090 for approximate pipe sizes to unit heaters. Actual sizes to be field verified, per Drawing Note #2 on M-002.

36. Contractor Question: What manufacturers are allowed / acceptable for the ATC /Control work?

Government Response: The USNA/Naval Support Activity Annapolis allows Johnson and Siemens control systems. Building 339NS is not currently tied into a central system, but any new controls work must be compatible with the Johnson Metasys system.

37. Contractor Question: Are all caps on the existing fans to be replaced ?

Government Response: Per Drawing M-203, caps on Fans VF-1 and VF-4 are shown to be replaced.

38. Contractor Question: Is Balancing & Commissioning required for the new units & ductwork being installed?

Government Response: Balancing and Commissioning is required.

39. Contractor Question: Is there an existing Control system?

Government Response: The building does not currently have a central control system or head end. HVAC units and Unit Heaters have unitary control devices only.

40. Contractor Question: The specifications call for a full time Superintendent, Safety Officer & Quality Control person, is that required on a project of this size?

Government Response: The Government requires different personnel for each of the following duties: Site Superintendent, SSHO and QC Manager.

41. Contractor Question: Please verify that duct cleaning is required, and if so to what extent?

Government Response: The facility is a paint and blast shop. It is anticipated that the ducted supply and exhaust systems will require a full cleaning.

42. Contractor Question: On page 61 of 79 it stated that all proposals should be submitted in 1 copy of half sizes copies and one full size set of ozalid prints. Can you explain exactly what is meant by half size?

Government Response: Full size drawings are PDFs of the drawings which are 34"x 44" and half size are prints which are 17" x 22".

43. Contractor Question: Item 5252.215-9302 Number of Copies/Time of Receipt (June 1994) On page 61 of 79 it states that the price proposal, including acknowledgement of amendments, guarantee bond and completed representations and certifications, need only be submitted in triplicate. Right above it, it says proposals should be submitted in 2 copies and on page 1 of 79 (form1442), it states that only one original and one copy is needed. Please explain.

Government Response: On Amendment 0002, it was clarified that the bids shall include the following:

1. Completed Standard Form 1442 pages 1-4.
2. Completed Schedule of bids/prices. All unit price and estimated amounts filled out.
3. Signed or other acknowledgement of all amendments.
4. Ensure completed Representation and Certifications are submitted in System for Award Management (SAM) database. The Contracting Officer will verify submission in SAM
5. Bid Guarantee in accordance with FAR 52.228-1.
6. Copy of Bid (Item 0001) on Page 4 of the SF 1442.
  - (a) Bidders shall furnish unit prices and extended total for all items listed on the schedule of bid items in Section 00 41 00 page 1. In the event there is a difference between the unit price and the extended total, the unit price will be the intended bid. In the event the unit price and extended total are omitted for any item, the bid will be deemed nonresponsive.
  - (b) Bidders using commercial carrier services shall ensure that the proposal is addressed and marked on the outermost envelope or wrapper as prescribed in the paragraph above.
  - (c) Proposal may be hand carried. If the proposal is mailed it must be post marked before the date specified for proposal due date and time. Mailed bids will not be considered.
  - (d) Electronic Bids will not be considered.
  - (e) Telegraphic and facsimile proposals will not be considered.
  - (f) Proposals must be submitted by time set and date stated in Block 13 (Eastern Standard time).



44. Contractor Question: On the Solicitation, Offer and Award page what should we enter into the following fields: Contract Number (pg.1), Code (pg.2) Facilities Code (pg.2), Requisition / Purchase Request Number (pg.1)

Government Response: No.

45. Contractor Question: On sheet A-202, confirm that notes 1 or 2 does not apply to the full height paint booth doors?

Government Response: Notes 1 and 2 only apply to the doors tagged on the drawings.

#### RFI QUESTIONS AND RESPONSES

46. Contractor Question: Amendment 3 answers to questions #3 and #5 are confusing. Question 3 answer says the extend of the electrical work is Preventive Maintenance. Question #5's answer says we are to use existing circuits for any new unit heaters. The electrical drawings do not show new or relocated unit heaters. If the units are new where are we getting the circuits from? If they are relocated which ones are being moved and to where? Where are we getting the circuits from?

Government Response: So the extent of the electrical work includes preventative maintenance on the MCC, as well as, providing new unit heaters using the circuits provided on the attached PDFs. PDF 1 indicates which unit heaters are on what circuits and PDF 2 (Branch Circuits) shows the existing panels and which breakers to use.

## Section 00 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MAXIMO #B9L7RJ FFP MAXIMO #B9L7RJ - Design/Bid-Build: Whole Facility Repairs at the Paint and Blast Shop, Bldg. 339NS. The work located at the United States Naval Academy Complex, Annapolis, Maryland (E-Projects: 1567842)  Basis for Line Item 0001 shall be the entire work complete in accordance with the drawings and specifications with the Repair Paint and Blast Shop 339NS (NAVFAC Drawings 13096968-13096987), but not including the work indicated or specified to be provided under any other Line Item. FOB: Destination	1	Project	\$755,206.00	\$755,206.00
NET AMT					\$755,206.00
000101	FUND ACRN AA FFP Funding Doc. No. N4208217RC085CD Customer ACRN: MILSTRIP: N4208217RC085CD				\$0.00
NET AMT					\$0.00
ACRN AA CIN: N4208217RC085CD					\$755,206.00

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	06-JUL-2018	1	PUBLIC WORKS DEPARTMENT RICHARD N. RAWLINGS US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 410-293-1304 FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A

## Section 00 21 13 - Instructions to Bidders

**INSTRUCTION TO BIDDERS****GENERAL INFORMATION****SUBMISSION REQUIREMENT:****100% SET-ASIDE FOR SMALL BUSINESS CONCERNS.**

The proposed contract is limited to qualifying Small Business firms serviced by firms in the Maryland, Washington D.C., and the Northern Virginia region. The Government will not consider bidders from firms other than Small Business concerns.

**INSTRUCTION TO BIDDERS****Proposal Submission Requirement:**

(a) Bid shall be submitted in sealed envelope or package and addressed to the office specified below, no later than the exact time set and date stated in Block 13. Include the solicitation number, name and address of the bidder on outside of the sealed envelope or package.

NAVFAC Washington, PWD Annapolis  
181 Wainwright Road, Halligan Hall, Room # 120  
Annapolis, MD 21402  
ATTN: Richard Rawlings, 410-293-3188

**SUBMISSION REQUIREMENT**

Bids shall include the following:

1. Completed Standard Form 1442 pages 1-4.
  2. Completed Schedule of bids/prices. All unit price and estimated amounts filled out.
  3. Signed or other acknowledgement of all amendments.
  4. Ensure completed Representation and Certifications are submitted in System for Award Management (SAM) database. The Contracting Officer will verify submission in SAM
  5. Bid Guarantee in accordance with FAR 52.228-1.
  6. Copy of Bid (Item 0001) on Page 4 of the SF 1442.
- (a) Bidders shall furnish unit prices and extended total for all items listed on the schedule of bid items in Section 00 41 00 page 1. In the event there is a difference between the unit price and the extended total, the unit price will be the intended bid. In the event the unit price and extended total are omitted for any item, the bid will be deemed nonresponsive.
- (b) Bidders using commercial carrier services shall ensure that the proposal is addressed and marked on the outermost envelope or wrapper as prescribed in the paragraph above.
- (c) Proposal may be hand carried. If the proposal is mailed it must be post marked before the date specified for proposal due date and time. Mailed bids will not be considered.
- (d) Electronic Bids will not be considered.
- (e) Telegraphic and facsimile proposals will not be considered.
- (f) Proposals must be submitted by time set and date stated in Block 13 (Eastern Standard time).

## CLAUSES INCORPORATED BY REFERENCE

52.211-6	Brand Name or Equal	AUG 1999
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-20	Bid Samples	APR 2002
52.214-21	Descriptive Literature	APR 2002
52.214-21 Alt I	Descriptive Literature (Apr 2002) - Alternate I	JAN 2017
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data -	AUG 2011
	Modifications - Sealed Bidding	
52.214-28	Subcontracting Certified Cost Or Pricing Data--	OCT 2010
	Modifications--Sealed Bidding	
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data	
52.215-22	Limitations on Pass-Through Charges--Identification of	OCT 2009
	Subcontract Effort	
52.222-25	Affirmative Action Compliance	APR 1984
52.222-54	Employment Eligibility Verification	OCT 2015
52.236-27	Site Visit (Construction)	FEB 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision--

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) database means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

NAVFAC Washington/Public Works Department  
181 Wainwright Road, Halligan Hall

Annapolis, Maryland 21402-1236  
(410)-293-3188  
Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

NAVFAC Washington/Public Works Department  
181 Wainwright Road, Halligan Hall  
Annapolis, Maryland 21402-1236  
(410)-293-3188  
Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil)

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)



(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is United States Naval Academy Complex, Annapolis, Maryland.

(End of provision)

#### 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this

solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVFAC Washington/Public Works Department  
181 Wainwright Road, Halligan Hall  
Annapolis, Maryland 21402-1236  
(410)-293-3188  
Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

#### 252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

NAVFAC Washington/Public Works Department  
181 Wainwright Road, Halligan Hall  
Annapolis, Maryland 21402-1236  
(410)-293-3188  
Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil)

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

#### 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

NAVFAC Washington/Public Works Department  
181 Wainwright Road, Halligan Hall  
Annapolis, Maryland 21402-1236  
(410)-293-3188  
Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil)

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.214-9301 Notice to Bidders**

### NOTICE TO BIDDERS (FEB 2016)

(a) Under the bidding items furnished on Standard Form 1442 (Solicitation, Offer, and Award) the bidder shall state prices for each basis for bid given hereinafter: (check if applicable)

  X   (i) Base Bid Item 0001 shall be the entire work complete in accordance with the drawings and specifications, but not including work indicated or specified to be provided under any of the other bid items.

       (ii) Additive Bid Item(s) shall be for the work as identified in and not included in any other bid item.

***BIDS MUST BE SUBMITTED ON ALL ITEMS. FAILURE TO PROPOSE ON ALL ITEMS MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.***

(b) All hand delivered bids must be deposited in the bid box at the office of (*identify name and address of activity*) prior to the time and date set for bid opening. Any bids submitted by hand after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

**5252.228-9300 Individual Surety/Sureties.**

### INDIVIDUAL SURETY/SURETIES (JUN 1994)

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner. (End of provision)

CLAUSES INCORPORATED BY FULL TEXT

**5252.228-9305 Notice of Bonding Requirements.**

NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

X A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 10 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.



(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

## Section 00 70 00 - Conditions of the Contract

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984

52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.216-1	Type Of Contract	APR 1984
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-7 Alt I	Allowable Cost and Payment (Jun 2013) - Alternate I	FEB 1997
52.216-21	Requirements	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-2 (Dev)	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Deviation)	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I	JUL 1985
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011

52.223-5 Alt II	Pollution Prevention and Right-to-Know Information (May 2011) Alt II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-13 (Dev)	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984



52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-21 Alt II	Specifications and Drawings for Construction (Feb 1997) Alternate II	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-0003	Line Item Specific: Contracting Officer Specified ACRN Order	SEP 2009
252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-0005	Line Item Specific: by Cancellation Date	SEP 2009
252.204-0006	Line Item Specific: Proration	SEP 2009
252.204-0007	Contract-wide: Sequential ACRN Order	SEP 2009
252.204-0008	Contract-wide: Contracting Officer Specified ACRN Order	SEP 2009
252.204-0009	Contract-wide: by Fiscal Year	SEP 2009

252.204-0010	Contract-wide: by Cancellation Date	SEP 2009
252.204-0011	Contract-wide: Proration	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.217-7027	Contract Definitization	DEC 2012
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7006 Alt I	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials - Alternate I	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

- (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

- (a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contract for

central nonprofit agencies are:

- (1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and
- (2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

- (1) National Industries for the Blind, 1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500; and
- (2) NISH, 8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660.

(End of clause)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) - ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than contract completion date as indicated in Section 00 10 00 of solicitation/award . The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by the number of days which will be determined by the Contracting Officer. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$250.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( x ) is, ( ) is not a small business concern under NAICS Code 236220- assigned to contract number N40080-17-C-0505.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

NAVFAC Washington/Public Works Department  
181 Wainwright Road, Halligan Hall  
Annapolis, Maryland 21402-1236  
(410)-293-3188  
Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil)

(End of clause)

## 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)



(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations).

(d) . . . . . (insert other pertinent information).

(End of clause)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--  
Thursday, August 10, 2017 at 10:00 am

(c) Participants will meet at--  
1<sup>st</sup> Floor Conference Room, Public Works Department, Halligan Hall, 181 Wainwright Road, Annapolis, Maryland 21402

(d) Please send a list of individuals who will be attending the site walk to Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil) and Robert Mahoney [robert.k.mahoney@navy.mil](mailto:robert.k.mahoney@navy.mil) by Tuesday, August 8, 2017 at 2:00

pm as an email confirmation in order to be granted access for the site walk. **Individuals who do not submit an e-mail will be not be able to attend due to security requirements of the site and only one site visit for this solicitation will be accommodated to offerors due to security requirements and availability of Government personnel to participate.**

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations--Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or

(ii) Via the Internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

#### NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N44201
Admin DoDAAC	N44201
Inspect By DoDAAC	N44201
Ship To Code	N44201
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N44201
Accept at Other DoDAAC	N/A
LPO DoDAAC	N44201
DCAA Auditor DoDAAC	N/A



Other DoDAAC(s)

N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Inspector Email Address	<a href="mailto:prakash.kanthan@navy.mil">prakash.kanthan@navy.mil</a> ; <a href="mailto:tom.trulli@navy.mil">tom.trulli@navy.mil</a>
Accountable Official Email Address	<a href="mailto:richard.n.rawlings@navy.mil">richard.n.rawlings@navy.mil</a> ; <a href="mailto:robert.k.mahoney@navy.mil">robert.k.mahoney@navy.mil</a> ; <a href="mailto:wayne.myers1@navy.mil">wayne.myers1@navy.mil</a> ; <a href="mailto:jennifer.murnane@navy.mil">jennifer.murnane@navy.mil</a> ; <a href="mailto:karen.york@navy.mil">karen.york@navy.mil</a> ; <a href="mailto:shanekia.robinson1@navy.mil">shanekia.robinson1@navy.mil</a>
Operations Assistant (OA) Email Address	<a href="mailto:richard.n.rawlings@navy.mil">richard.n.rawlings@navy.mil</a> ; <a href="mailto:robert.k.mahoney@navy.mil">robert.k.mahoney@navy.mil</a> ; <a href="mailto:wayne.myers1@navy.mil">wayne.myers1@navy.mil</a> ; <a href="mailto:jennifer.murnane@navy.mil">jennifer.murnane@navy.mil</a> ; <a href="mailto:karen.york@navy.mil">karen.york@navy.mil</a> ; <a href="mailto:shanekia.robinson1@navy.mil">shanekia.robinson1@navy.mil</a>
Activity Fund Administrator email Address	<a href="mailto:richard.n.rawlings@navy.mil">richard.n.rawlings@navy.mil</a> ; <a href="mailto:robert.k.mahoney@navy.mil">robert.k.mahoney@navy.mil</a> ; <a href="mailto:wayne.myers1@navy.mil">wayne.myers1@navy.mil</a> ; <a href="mailto:jennifer.murnane@navy.mil">jennifer.murnane@navy.mil</a> ; <a href="mailto:karen.york@navy.mil">karen.york@navy.mil</a> ; <a href="mailto:shanekia.robinson1@navy.mil">shanekia.robinson1@navy.mil</a>

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[wayne.myers1@navy.mil](mailto:wayne.myers1@navy.mil),  
[karen.york@navy.mil](mailto:karen.york@navy.mil)  
[shanekia.robinson1@navy.mil](mailto:shanekia.robinson1@navy.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
  - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
  - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

(End of clause)

#### 252.236-7003 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997)

(a) The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under item no. 0001

(b) Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows--

- (1) For construction plant and equipment exceeding \$25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;
  - (2) Transportation of all plant and equipment to the site;
  - (3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;
  - (4) Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;
  - (5) Personal services; and
  - (6) Hire of plant.
- (c) Requests for payment must include--
- (1) An account of the Contractor's actual expenditures;
  - (2) Supporting documentation, including receipted bills or certified copies of payrolls and freight bills; and

(3) The Contractor's documentation--

- (i) Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;
- (ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer; and
- (iii) Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.
- (d) Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if--

(1) The Contracting Officer finds the--

(i) Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and

(ii) Preparatory work has been done with proper economy and efficiency.

(2) Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed--

(i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and

(ii) 100 percent of the cost to the contractor of any items having no appreciable salvage value; and

(iii) 75 percent of the cost to the contractor of items which do have an appreciable salvage value.

(e) (1) Payments will continue to be made for item no. 0001, and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item.

(2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.

(3) The retained percentage will be paid in accordance with the Payments to Contractor clause of this contract.

(f) The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 50 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 50 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

#### **5252.201-9300 Contracting Officer Authority (JUN 1994)**

##### **CONTRACTING OFFICER AUTHORITY (JUN 1994)**

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(END OF CLAUSE)

#### **5252.209-9300 Organizational Conflicts of Interest.**

##### **ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)**

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

**5252.209-9300 Organizational Conflicts of Interest. ALTERNATE I (JUN 1994).** As prescribed in 9.507-2(b), add the following paragraphs to the basic clause:

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

#### **5252.223-9300 Inspection By Regulatory Agencies (JUN 1994)**

- (a) Work performed under this contract is subject by State and Federal Government Regulatory agencies including those described below.
- (b) Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.
- (c) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

(END OF CLAUSE)

#### **5252.228-9300 Individual Surety/Sureties.**

##### **INDIVIDUAL SURETY/SURETIES (JUN 1994)**

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

(a) Equity Securities (Stock):

(1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.

(2) State whether the security issued was issued by public or private offering and give the place of registration of the security.

(3) State whether the security is presently, actively traded.

(b) Debt Securities (Bonds) and Certificates of Deposit:

(1) List the type of bonds held and their maturity dates.

(2) State the name, address, and telephone number of the issuing agency, firm or individual.

(3) State the complete address(es) where the bonds are held.

(4) State whether the bonds have been pledged as security or have otherwise been encumbered.

(c) Real Property Interests:

(1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.

(2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.

(3) State the method(s) of valuation upon which appraisal is based.

(4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.

(5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment.

(6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance

(d) Persons Proposed as Individual Sureties:

(1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.

(2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner. (End of provision)

**5252.228-9302 Bid Guarantee.**

**BID GUARANTEE (OCT 2004)**

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. A copy of the agent's authority to sign bonds for the surety company shall accompany the bid guarantee bond.  
(End of provision)

**5252.228-9305 Notice of Bonding Requirements.**

**NOTICE OF BONDING REQUIREMENTS (DEC 2000)**

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

X  A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

X  A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 10 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

#### **5252.228-9306 Performance Guarantee.**

##### **PERFORMANCE GUARANTEE (JUN 1994)**

**Submittal Time.** The bidder whose bid is accepted shall furnish a performance guarantee within ten (10) days after the contract forms are presented to him for signature. If he fails to give such guarantee within ten (10) days, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid and the bid guarantee shall be available toward offsetting such difference.

**Form of Performance Guarantee.** The bidder whose bid is accepted shall furnish a performance guarantee in the form of a cashier's check to the order of the (Office Designated for Contract Administration) in the amount of eight percent (8%) of the contract price, which will be cashed and deposited in the account of the U. S. Government. The performance guarantee shall take effect upon the date of signature of the contract and remain valid and irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. However, upon acceptance of all work by the Government, the Contractor may, with the approval of the Contracting Officer, replace this guarantee with a reduced guarantee in the amount of four percent (4%) of the then existing contract price, with modifications, if any. Such replacement guarantee will then remain in effect for one year after the final acceptance of the work by the Government.

**Optional Performance Bond.** In lieu of a performance guarantee in the above stated form of a cashier's check, the Contractor may submit a performance bond in which the Contractor and the surety obligate themselves in the amount of ten percent (10%) of the contract price, that the Contractor shall undertake the performance of the contract and that said performance bond ensures the fulfillment of all agreements contained in the contract.

a. The bond shall be from a registered bank, bonding firm, or registered insurance firm approved by the Contracting Officer.

b. The bond shall be of the U. S. standard type or of another approved type and shall include the following concepts: (1) name of Surety and name of agent signing in behalf of Surety; (2) name of Principal; (3) a statement that the Principal and Surety are firmly bound on the United States of America in the penal sum of the bond; (4) Contract number; (5) Penal sum of bond and the statement "This bond will be in force until the Contracting Officer of the above-cited Contract authorized cancellation of the bond"; and (6) date of issuance of bond and signature of Surety's agent. (End of clause)

#### **5252.236-9301 Special Working Conditions and Entry to Work Area.**

##### **SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)**

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas,



defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average 45 minutes for the United States Naval Academy Complex/Naval Support Activity, Annapolis, Maryland.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

(End of clause)

### **5252.236-9303 Accident Prevention**

#### **ACCIDENT PREVENTION (NOV 1998)**

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupation disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

5252 submit in writing his proposals for effectuating provision for accident prevention;

5253 meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program. (End of Clause).

**5252.236-9304 Utilities For Construction and Testing.****UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)**

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used. (End of clause)

**5252.236-9310 Record Drawings****RECORD DRAWINGS (OCT 2004)**

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

(End of clause)

**5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008).** As prescribed in 36.5100(i), insert the following clause:

## **DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)**

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

### **5252.237-9302 Site Visit.**

#### **SITE VISIT (JUL 1995)**

(a) The site will be available for visitation at Thursday, August 10, 2017 at 10:00 am in the 1<sup>st</sup> Floor Conference Room, Public Works Department, Halligan Hall, 181 Wainwright Road, Annapolis, Maryland 21402.

OR

(a) Arrangements to visit the site may be made by contacting Richard Rawlings at (410)-293-3188 or e-mail at [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil) and Robert Mahoney at (410)-293-1312 or e-mail at [robert.k.mahoney@navy.mil](mailto:robert.k.mahoney@navy.mil) during regular working hours. Site visits are restricted to regular working hours.. Please send a list of individuals who will be attending the site walk to Richard Rawlings [richard.n.rawlings@navy.mil](mailto:richard.n.rawlings@navy.mil) and Robert Mahoney [robert.k.mahoney@navy.mil](mailto:robert.k.mahoney@navy.mil) by Tuesday, August 8, 2017 at 2:00 pm as an email confirmation in order to be granted access for the site walk. **Individuals who do not submit an e-mail will be not be able to attend due to security requirements of the site and only one site visit for this solicitation will be accommodated to offerors due to security requirements and availability of Government personnel to participate.**

(b) Visitors may be required to present documentation evidencing personal identification and firm affiliation.  
(End of clause)

### **5252.242-9300 Government representatives.**

#### **GOVERNMENT REPRESENTATIVES (OCT 1996)**

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X   The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

  X   The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

       The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

#### **5252.242-9305 Pre-Performance Conference.**

##### **PRE-PERFORMANCE CONFERENCE (JUL 1995 )**

Within  15  days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work. (End of clause)

## Section 00 72 00 - General Conditions

WAGE RATE REQUIREMENTS

General Decision Number: MD170053 09/01/2017 MD53

Superseded General Decision Number: MD20160053

State: Maryland

Construction Type: Building

County: Anne Arundel County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	04/21/2017
3	04/28/2017
4	05/05/2017
5	06/09/2017
6	06/16/2017
7	07/07/2017
8	07/21/2017
9	09/01/2017

\* CARP0177-005 04/01/2017

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Form Work and Metal Stud Installation(Excluding Acoustical).....	\$ 26.66	14.58
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CARP0179-002 05/01/2017		

	Rates	Fringes
PILEDRIVERMAN.....	\$ 28.78	14.93

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 CARP0219-001 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 32.04	9.93

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ELEC0024-012 06/04/2017

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms; HVAC controls).....	\$ 36.10	5.25%+15.59

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ELEC0024-013 06/04/2017

	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	\$ 26.78	4.75%+12.17

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,  
 Labor Day, Veterans Day, Thanksgiving Day, Day after  
 Thanksgiving, Christmas Day

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ENGI0037-026 04/01/2013

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 25.43	12.85+a
OPERATOR: Bulldozer.....	\$ 27.38	12.85+a
OPERATOR: Excavator.....	\$ 27.38	12.85+a
OPERATOR: Forklift.....	\$ 27.38	12.85+a
OPERATOR: Gradall.....	\$ 27.38	12.85+a
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.38	12.85+a
OPERATOR: Roller excluding Asphalt.....	\$ 21.80	12.85+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence  
 Day, Labor Day, Veterans' Day, Thanksgiving Day and  
 Christmas Day.

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IRON0016-012 04/01/2016

	Rates	Fringes
GLAZIER.....	\$ 28.48	19.45
IRONWORKER (Fence Erection-Chain Link/Cyclone).....	\$ 28.23	19.45
IRONWORKER, ORNAMENTAL,		

REINFORCING AND STRUCTURAL.....	\$ 28.48	19.45
IRONWORKER, SHEETING.....	\$ 28.73	19.45

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\* PAIN0051-024 06/01/2017

	Rates	Fringes
PAINTER		
Brush, Roller, Spray, Drywall Finisher/Taper and Paperhanger.....	\$ 25.06	9.66
Industrial.....	\$ 30.90	10.49

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PLAS0891-005 07/01/2016

	Rates	Fringes
PLASTERER.....	\$ 28.83	6.05

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PLAS0891-006 02/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.65	10.08

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PLAS0891-008 08/01/2016

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 16.50	4.89
Mixer/Pump.....	\$ 18.50	4.89
Sprayer.....	\$ 23.00	4.89

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PLUM0486-012 04/01/2017

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....		
	\$ 39.20	19.19

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ROOF0030-032 05/01/2015

All Areas South of the following line: where the point at which Maryland Route No. 175 crosses into Anne Arundel County from Howard County, southeast on Highway No. 175 into Highway No. 178 into Highway No. 50, then to Highway No. 2 to West Street; east to Bay Bridge Road and follow Bay Bridge Road to the bay.

	Rates	Fringes
ROOFER, Excludes Installation		

of Metal Roofs.....	\$ 28.50	11.04
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ROOF0030-034 07/01/2015

Remainder of Area

	Rates	Fringes
ROOFER, Excludes Installation of Metal Roofs.....	\$ 25.19	9.54

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SFMD0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.40	19.24

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SHEE0100-020 07/01/2017

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation Only).....	\$ 31.76	19.80

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SUMD2010-087 08/20/2010

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Mechanical Systems).....	\$ 12.37	3.91
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.60	8.26
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 24.20	6.22
CARPENTER (Acoustical Installation Only).....	\$ 16.00	2.60
ELEVATOR MECHANIC.....	\$ 29.11	6.13
LABORER: Common or General.....	\$ 9.64	2.34
LABORER: Grade Checker.....	\$ 16.00	2.90
LABORER: Landscape.....	\$ 10.00	0.00
LABORER: Mason Tender - Brick...	\$ 12.63	1.29
LABORER: Mason Tender - Cement/Concrete.....	\$ 17.81	0.00



LABORER: Mason Tender - Stone...	\$ 14.03	0.00
LABORER: Mason Tender (Pointing, Caulking, Cleaning)...	\$ 12.93	0.00
LABORER: Mortar Mixer.....	\$ 16.61	9.08
LABORER: Pipelayer.....	\$ 16.00	00.00
MASON - STONE.....	\$ 29.82	10.05
OPERATOR: Asphalt Roller.....	\$ 21.35	5.38
OPERATOR: Backhoe.....	\$ 22.78	5.94
OPERATOR: Boom.....	\$ 21.44	8.29
OPERATOR: Crane.....	\$ 20.17	4.64
OPERATOR: Grader/Blade.....	\$ 16.75	5.79
OPERATOR: Loader.....	\$ 17.25	
PLUMBER.....	\$ 27.91	10.85
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.75	
SCAFFOLD BUILDER.....	\$ 16.60	0.56
SHEET METAL WORKER (Excluding HVAC Duct and Metal Roof Installation).....	\$ 26.08	7.29
SHEET METAL WORKER (Metal Roof Installation Only).....	\$ 20.71	6.23
TILE FINISHER.....	\$ 17.08	2.10
TILE SETTER.....	\$ 21.38	4.65
Truck Driver, Dump.....	\$ 15.40	1.96
TRUCK DRIVER: Tractor Haul Truck.....	\$ 17.87	9.98

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## Section 00 73 00 - Supplementary Conditions

## ACCOUNTING AND APPROPRIATION DATA

AA: 1771804 52FM 254 00520 056521 2D STL9CH  
COST CODE: 08217RC085CD  
AMOUNT: \$755,206.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	N4208217RC085CD	\$755,206.00